

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA**

TROY WILLIAMS,

Plaintiff,

v.

CAPITAL ONE BANK (USA), et al.,

Defendants.

Case No. 5:17-cv-01216-CLS

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant Equifax Information Services LLC ("Equifax") files its Answer and Defenses to Plaintiff's Amended Complaint ("Complaint"), as follows:

PRELIMINARY STATEMENT

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

ANSWER

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

1. Equifax admits Plaintiff purports to bring claims pursuant to the Fair

Credit Reporting Act (“FCRA”), but denies it violated the FCRA in its handling of Plaintiff’s credit file.

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5.

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Equifax admits it received a letter from Plaintiff. Equifax states that the dispute speaks for itself and to the extent Plaintiff misstates, misquotes, or takes out of context the letter, the allegations are denied.

9. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9.

10. Equifax denies the allegations in Paragraph 10.

11. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12. To the extent Plaintiff has properly alleged his claims Equifax admits the Court may exercise its jurisdiction.

13. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14. To the extent Plaintiff has properly alleged his claims Equifax admits the Court may exercise its jurisdiction.

15. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15.

16. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17.

18. Equifax admits the allegations in Paragraph 18.

19. Equifax denies the allegations in Paragraph 19.

20. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. Equifax denies the allegations in Paragraph 21.

22. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the allegations in Paragraph 22.

23. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23.

24. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25.

26. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27.

28. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28.

29. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the allegations in Paragraph 32.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Equifax admits it received a letter from Plaintiff. Equifax states that the dispute speaks for itself and to the extent Plaintiff misstates, misquotes, or takes out of context the letter, the allegations are denied.

35. Equifax admits it received a letter from Plaintiff. Equifax states that the dispute speaks for itself and to the extent Plaintiff misstates, misquotes, or takes out of context the letter, the allegations are denied.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Equifax denies the allegations in Paragraph 39.

40. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Equifax admits it received a letter from Plaintiff. Equifax states that the dispute speaks for itself and to the extent Plaintiff misstates, misquotes, or

takes out of context the letter, the allegations are denied.

42. Equifax denies the allegations in Paragraph 42.

43. Equifax admits it received a letter from Plaintiff. Equifax states that the dispute speaks for itself and to the extent Plaintiff misstates, misquotes, or takes out of context the letter, the allegations are denied.

44. Equifax denies the allegations in Paragraph 44.

45. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Equifax denies the allegations in Paragraph 46.

47. Equifax denies any allegation it violated the FCRA in its handling of Plaintiff's credit file.

48. Equifax denies the allegations in Paragraph 48.

49. Equifax denies the allegations in Paragraph 49.

50. Equifax denies the allegations in Paragraph 50.

51. Equifax denies the allegations in Paragraph 51.

52. Equifax denies the allegations in Paragraph 52.

53. Equifax denies the allegations in Paragraph 53.

54. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the allegations in Paragraph 55.

56. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

57. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. Equifax denies the allegations in Paragraph 58.

59. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

60. Equifax denies the allegations in Paragraph 60.

61. Equifax denies the allegations in Paragraph 61.

62. Equifax denies the allegations in Paragraph 62.

63. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

64. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64.

65. Equifax denies the allegations in Paragraph 65.

66. Equifax denies the allegations in Paragraph 66.

67. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67.

68. Equifax denies the allegations in Paragraph 68.

69. Equifax denies the allegations in Paragraph 69.

70. Equifax denies the allegations in Paragraph 70.

71. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71.

72. Equifax denies the allegations in Paragraph 72.

73. Equifax denies the allegations in Paragraph 73.

74. Equifax restates its answers and defenses to Paragraphs 1-73.

75. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75.

76. Equifax admits the allegations in Paragraph 76.

77. Equifax denies the allegations in Paragraph 77.

78. Equifax denies the allegations in Paragraph 78.

79. Equifax denies the allegations in Paragraph 79.

80. Equifax restates its answers and defenses to Paragraphs 1-79.

81. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82.

83. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83.

84. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84.

85. Equifax restates its answers and defenses to Paragraphs 1-84.

86. Equifax denies the allegations in Paragraph 86.

87. Equifax denies the allegations in Paragraph 87.

88. Equifax denies the allegations in Paragraph 88.

89. Equifax denies the allegations in Paragraph 89.

90. Equifax denies the allegations in Paragraph 90.

91. Equifax denies the allegations in Paragraph 91.

92. Equifax denies the allegations in Paragraph 92.

93. Equifax restates its answers and defenses to Paragraphs 1-92.

94. Equifax denies the allegations in Paragraph 94.

95. Equifax denies the allegations in Paragraph 95.

96. Equifax denies the allegations in Paragraph 96.

97. Equifax restates its answers and defenses to Paragraphs 1-96.

98. Equifax denies the allegations in Paragraph 98.

99. Equifax denies the allegations in Paragraph 99.

100. Equifax denies the allegations in Paragraph 100.

101. Equifax denies the allegations in Paragraph 101.

102. Equifax denies the allegations in Paragraph 102.

103. Equifax denies the allegations in Paragraph 103.

104. Equifax denies Plaintiff is entitled to any relief claimed in the Prayer for Relief.

105. Equifax admits Plaintiff has demanded a trial by jury and likewise demands a jury trial in this case.

106. Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby denied.

DEFENSES

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

FIRST DEFENSE

At all pertinent times, Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

SECOND DEFENSE

Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

THIRD DEFENSE

Equifax has complied with the Fair Credit Reporting Act in its handling of Plaintiff's credit file and is entitled to each and every defense stated in the Act and any and all limitations of liability.

FOURTH DEFENSE

Plaintiff cannot meet the requirements of 15 U.S.C. § 1681n in order to recover punitive or statutory damages.

FIFTH DEFENSE

Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003), and *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).

SIXTH DEFENSE

Plaintiff's state law claims are barred by the limitations set forth in 15 U.S.C. §1681h(e).

SEVENTH DEFENSE

Plaintiff's Complaint fails in whole or in part to state a claim against

Equifax upon which relief can be granted.

EIGHTH DEFENSE

Plaintiff's claims are barred in whole or in part by 15 U.S.C. §1681p.

WHEREFORE, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) it be dismissed as a party to this action;
- (3) it receive a trial by jury for all issues so triable;
- (4) it recover such other and additional relief as the Court deems just and appropriate.

Respectfully submitted this 31st day of October, 2017.

/s/ Kirkland E. Reid

Kirkland E. Reid (REIDK9451)

Attorney for Equifax Information Services LLC

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CERTIFICATE OF SERVICE

This is to certify that on October 31, 2017, I have this day electronically filed a true and correct copy of the foregoing with the Clerk of the Court using the ECF system, which will send notification of such filing to the following:

Joshua H Threadcraft
BURR & FORMAN LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203

And via U.S. Mail to:

Troy T. Williams
PO Box 464
Harvest, AL 35749

/s/ Kirkland E. Reid

Kirkland E. Reid